

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 66
2. Contract No.		3. Solicitation No. W52P1J-04-R-0160		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2005JUN09	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2005JUL11 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name STEPHANIE MIGAWA E-mail address: MIGAWAS@AFSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-3273
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at:
www.afsc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

EXECUTIVE SUMMARY

1. THIS REQUIREMENT IS FOR CHARGES, DEMOLITION SHAPED M2, 15 LB (CLINS 0001), PART NUMBER: 8861565, NSN: 1375-01-023-7994.
2. FIRST ARTICLE WILL BE REQUIRED.
3. DELIVERY TERMS ARE F.O.B. ORIGIN.
4. THIS SOLICITATION WILL INCLUDE RANGE PRICING AS SET FORTH IN EXHIBIT A AND ATTACHMENT 01. IN ACCORDANCE WITH SECTIONS L AND M, TECHNICAL APPROACH, PAST PERFORMANCE, PRICE, AND SMALL BUSINESS UTILIZATION WILL BE EVALUATED UNDER THIS RFP.
5. PRICING TEMPLATES (EXHIBIT A) WILL BE REQUIRED IN LIEU OF SECTION B PRICING.
6. THIS SOLICITATION IS RESTRICTED TO THE NATIONAL TECHNOLOGY INDUSTRIAL BASE (NTIB), US & CANADIAN FIRMS IN ACCORDANCE WITH 10 U.S.C. 2304 (C)(3), INDUSTRIAL MOBILIZATION AS AUTHORIZED BY FEDERAL ACQUISITION REGULATION (FAR) 6.302-3, INDUSTRIAL MOBILIZATION. THIS SOLICITATION WILL RESULT IN A FIRM FIXED PRICE, FIVE YEAR INDEFINITE-DELIVERY/ INDEFINITE-QUANTITY (IDIQ) CONTRACT. PRICING OF EACH ORDER WILL BE BASED UPON RANGES OF PRICES/QUANTITIES SUBMITTED BY THE OFFEROR ON EXHIBIT A. UNIT PRICES WILL BE EFFECTIVE FOR EACH CALENDAR YEAR. HOWEVER, THE FIRST YEAR PRICES WILL BE VALID FROM DATE OF AWARD TO 31 DEC 2005. THE SUBSEQUENT YEARS (2 THRU 5) WILL BE VALID FROM 1 JANUARY TO 31 DECEMBER. THE MINIMUM QUANTITY TO BE PURCHASED UNDER THIS CONTRACT IS 500 EA IN THE BASE YEAR. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY IN YEARS 2 THROUGH 5 OF THE CONTRACT (IF THE REQUIREMENTS FOR ANY GIVEN YEAR ARE ZERO (0), THE GOVERNMENT IS NOT RESPONSIBLE/LIABLE FOR ANY COSTS THAT THE CONTRACTOR MAY INCUR, NOR SHALL THERE BE ANY BASIS FOR AN EQUITABLE ADJUSTMENT). DELIVERY ORDERS PLACED AGAINST THE CONTRACT WILL REFLECT THE APPLICABLE UNIT PRICES FOR THE CUMULATIVE QUANTITIES AWARDED AT THE TIME THE DELIVERY ORDER IS PLACED. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT CALENDAR YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICE ASSOCIATED WITH THAT YEAR'S TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY.
7. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS". OFFERORS SHOULD READ SECTION M, IN ITS ENTIRETY. THIS ACQUISITION WILL BE AWARDED BASED ON THE EVALUATION CRITERIA ESTABLISHED IN M. OFFERORS SHOULD ALSO TAKE SPECIAL NOTICE OF THE PROVISION AT FEDERAL ACQUISITION REGULATION (FAR) 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATION DESCRIBED IN FAR 15.306(A)). INITIAL PROPOSALS SHALL CONTAIN THE OFFEROR'S BEST TERMS FOR PRICE. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0160 MOD/AMD</p>	<p style="text-align: center;">Page 3 of 66</p>
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8. CLAUSES REFERRING TO COST OR PRICING DATA ARE NOT APPLICABLE TO THIS SOLICITATION UNLESS DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER THAT IT IS NECESSARY TO ENTER INTO DISCUSSIONS.

9. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THE PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR EXPERIENCE.

10. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION. THIS ALSO INCLUDES SMALL BUSINESS SUBCONTRACTING PLANS AND WRITTEN APPROVAL FROM THE COGNIZANT CONTRACTING OFFICER FOR USE OF GOVERNMENT FACILITIES AND EQUIPMENT. HOWEVER, PLEASE NOTE THAT PRICES ARE NOT TO BE FILLED IN ON SECTION B, INSTEAD COMPLETION OF EXHIBIT A IS REQUIRED.

11. OFFERORS ARE DIRECTED TO THE PROVISION IN SECTION L REGARDING CENTRAL CONTRACTOR REGISTRATION (CCR). FAILURE TO REGISTER IN THE CCR WILL PRECLUDE AN OFFEROR FROM RECEIVING AN AWARD UNDER THIS SOLICITATION.

12. ACCELERATED DELIVERIES ARE ACCEPTABLE WITHOUT OBTAINING PCO APPROVAL, SUBJECT TO GFE/GFM AVAILABILITY. THE GOVERNMENT IS NOT WILLING TO INCUR ADDITIONAL EXPENSES FOR ACCELERATED DELIVERIES.

13. REFERENCE IS MADE TO CLAUSE I-101, FAR52.216-18, "ORDERING". FOR THE PURPOSE OF ORDERING UNDER THIS CONTRACT, THE ARMY FIELD SUPPORT COMMAND IS THE ONLY DESIGNATED ORDERING ACTIVITY.

14. THE TDP FOR THIS RFP IS ASSIGNED AS DISTRIBUTION "D". THE UNCLASSIFIED CD-ROM WILL BE MAILED TO THE OFFERORS THAT HAVE REQUESTED THE CD-ROM AND WHO HAVE THEIR CERTIFICATIONS IN ORDER TO RECEIVE DISTRIBUTION "D" TDP AS VERIFIED BY THE U.S./CANADA JOINT CERTIFICATION OFFICE, BATTLE CREEK, MICHIGAN. THE TDP CONTAINS INFORMATION THAT HAS BEEN DESIGNATED AS "MILITARILY CRITICAL DATA". BUSINESSES ARE REQUIRED TO BE CERTIFIED BY THE DEPARTMENT OF DEFENSE, UNITED STATES/CANADA JOINT CERTIFICATION OFFICE. IF CONTRACTORS WANT TO BECOME CERTIFIED IN ORDER TO RECEIVE THE TDP FOR THE CHARGE, DEMOLITION SHAPED M2, 15 LB, THEY MUST CONTACT THE COMMANDER, DEFENSE LOGISTICS INFORMATION SERVICE (DLIS), ATTN: US/CANADA JOINT CERTIFICATION OFFICER, 74 WASHINGTON AVENUE NORTH, BATTLE CREEK MI 49017-3084 OR CALL THE DLIS AT (800) 352-3572.

15. CLAUSES IN THIS RFP APPLY TO ALL ITEMS UNLESS SPECIFICALLY SPECIFIED OTHERWISE.

16. THE FOLLOWING 2 ECPS ARE NOT INCLUDED IN THE TDP, BUT ARE HEREBY INCORPORATED INTO THE SOLICITATION: R04Q2053 & R05Q2003. REFERENCE ATTACHMENTS 016 AND 017

17. PRODUCIBILITY STUDY: REFERENCE ATTACHMENT 2 FOR DETAILS REGARDING THE PRODUCIBILITY STUDY. THE PRODUCIBILITY ANALYSIS REPORT SHALL BE SUBMITTED IN ACCORDANCE WITH CDRL A010 OF EXHIBIT B. THE PRODUCIBILITY STUDY IS NOT SEPARATELY PRICED. ANY COST ASSOCIATED WITH THE PRODUCIBILITY STUDY SHOULD BE INCORPORATED INTO THE UNIT COST OF THE CHARGE, DEMOLITION SHAPED M2, 15 LB (CLIN 0001).

18. THIS EXECUTIVE SUMMARY IS PROVIDED AS AN ADMINISTRATIVE CONVENIENCE AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION IN ANY WAY. ANY INCONSISTENCIES BETWEEN THIS EXECUTIVE SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE OTHER SOLICITATION PROVISIONS.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CHG DEMO SHAPED M2 15#</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1375-01-023-7994 FSCM: 19203 PART NUMBER: 8861565</p> <p><u>Inspection and Acceptance</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>F.O.B. POINT: ORIGIN</p> <p>(End of narrative B002)</p> <p>ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS <u>EXHIBIT A</u> OF THE SOLICITATION.</p> <p>(End of narrative B003)</p> <p>BASIC ORDER DELIVERIES WILL BEGIN 420 DAYS AFTER CONTRACT AWARD AND RUN AT 1250 UNITS PER MONTH.</p> <p>FOLLOW ON ORDER DELIVERIES WILL BEGIN 12 MONTHS AFTER AWARD OF ORDER AND RUN AT 1250 UNITS PER MONTH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>FIRST ARTICLE CHG DEMO SHAPED M2 15#</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 1375-01-023-7994</p> <p><u>Inspection and Acceptance</u> INSPECTION: DESTINATION ACCEPTANCE: DESTINATION</p> <p>F.O.B. POINT: ORIGIN</p> <p>(End of narrative B004)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS <u>EXHIBIT A</u> OF THE SOLICITATION. (End of narrative B001)				
	DELIVERY WILL BEGIN 360 DAYS AFTER CONTRACT AWARD (End of narrative B003)				
	<u>Packaging and Marking</u>				
	<u>CONTRACT DATA REQUIREMENTS LIST</u>			\$ ** NSP **	\$ ** NSP **
	SECURITY CLASS: Unclassified				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	THIS CLIN APPLIES TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) ON EXHIBIT B. THIS INCLUDES THE REPORT SUBMITTED FOR THE PRODUCIBILITY STUDY. THIS CLIN IS NOT SEPARATELY PRICED. ANY COSTS ASSOCIATED WITH THIS CLIN SHALL BE INCLUDED IN CLIN 0001. (End of narrative F001)				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8861565-1:19203 with revisions in effect as of 03/29/2004 (except as follows):

1. The following paragraph specifies Performance Oriented Packaging (POP) Test requirements that shall be included in this contract:

"PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

- (a) the initial POP test report expired before the end of the contract or
- (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

2. The following paragraph specifies the heat treatment requirements included in this contract:

WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

3. The following paragraph speciifes the new 2D Bar Coding requirements included in this contract:

A new dimensional bar coding requirement is included in this solicitation. Given the fact that this is a new requirement, it is expected that further questions/issues may arise. Points of contact for further information and assistance in regards to this process, hardware requirements, software requirements, and all other general questions is the DOD Logistics Automatic Identification Technology (AIT) Office, Ft. Belvoir, VA - email

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LOIA-LS@hqda.army.mil <mail to: LOIA_LS@hqda.army.mil> or fax (703)805-4959.

4. The following paragraph specifies the Comprehensive Procurement Guideline (CPG) requirements included in this contract:
The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <<http://www.epa.gov/cpg/>>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

5. The following paragraph specifies the Ammunition Lot Numbers and Ammunition Data Card Requirements included in this contract:
Ammunition Lot Numbers and Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and (DI-MISC-80043A) and shall follow the format required by the worldwide web application identified as WARP or Worldwide Ammunition-data Repository Program at < <http://aeps.ria.army.mil/aepspublic.cfm>>. Additional details on WARP are provided as an attachment to the contract. Prior to gaining access to WARP, contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network.
All Product drawings and Associated documents without distributrion Add: Distribution Statement "A".

6. The TDP shall be modified as follows:

- a. PPP-C-1752 has been cancelled and replaced by A-A-59136.
- b. Drawing 9281171:
Change:
From: "2-Material - Cushioning Material, Packaging, Unicellular, Polyethylene Foam, Flexible, Type 1, Class 3, Color Black, SPEC PPP-C-1752."

To: "2-Material - Cushioning Material, Packaging, Closed Cell Foam Plank, Type 1, Class 4, Color Black, SPEC A-A-59136."

Add:	HCSDS	Rev	Date	Nomenclature	Ref-Doc
	33	F	8/9/91	Explosive TNT (Trinitrotoluene)	MIL-T-248C
	67	F	1/8/04	Explosive RDX	MIL-R-398C
	150	F	12/22/87	Explosive Composition A3	MIL-C-440C

1. The following paragraph specifies Performance Oriented Packaging (POP) test requirements that shall be included in this contract:

"PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

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2. The following paragraph specifies the heat treatment requirements included in this contract:

WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

3. The following paragraph specifies the new 2D Bar Coding requirements included in this contract:

A new dimensional bar coding requirement is included in this solicitation. Given the fact that this is a new requirement, it is expected that further questions/issues may arise. Points of contact for further information and assistance in regards to this process, hardware requirements, software requirements, and all other general questions is the DoD Logistics Automatic Identification Technology (AIT) Office, Ft. Belvoir, VA - Email LOIA-LS
 hqda.army.mil / mailto: LOIA_LS
 hqda.army.mil or Fax (703)
 805-4959.

4. The following paragraph specifies the Comprehensive Procurement Guideline (CPG) requirements included in this contract:

"The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <http://www.epa.gov/cpg/>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

5. The following paragraph specifies the Ammunition Lot Numbers and Ammunition Data Card Requirements included in this contract:
 Ammunition Lot Numbers and Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and (DI-MISC-80043A) and shall follow the format required by the worldwide web application identified at WARP or Worldwide Ammunition-data Repository Program at <http://aeps.ria.army.mil/aepspublic.cfm>. Additional details on WARP are provided as an attachment to the contract. Prior to gaining access to WARP, contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network.

6. The following paragraphs specify Item Hazard Classification requirements that shall be included in this contract.

"Item Hazard Classification

a. For energetic materials or energetic items made in the United States of America, the contractor is responsible for obtaining Hazard Classification from the Department of Transportation prior to any shipment of energetic material. All US manufacturers shall make certain that the material is tested in accordance with Part 173, Subpart C, Section

Name of Offeror or Contractor:

173.58(a) of Title 49 CFR Parts 106-180 to assign proper class and division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 explosives). Registration with the Associate Administrator of Hazardous Materials Safety is required in accordance with Part 173, Subpart C, Section 173.56(b)(1) or 173.56(c) of Title 49 CFR so that markings in accordance with 172, Subpart D, Section 172.301(a) and 172.32(a) are met. Hazard classification documents shall be forwarded to the U.S. Army Tank-automotive and Armaments Command, Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-QAW-S, Picatinny Arsenal, NJ 07806-5000 in accordance with DI-MISC-80508, Technical Report.

b. For energetic materials or energetic items from a foreign country, the foreign company shall provide specific hazard classification. This specific hazard classification information should include, as a minimum, letter from the competent authority which is issued in accordance with Part 2, Chapter 2.0 and Chapter 2.1, paragraph 2.1.2 of United Nations - Transport of Dangerous Goods, ST/SG/HC.10/1 Latest Revision and approves the hazard and a compatibility group assignment and assign the appropriate shipping name to the energetic material or energetic item. If available, the test data from running UN Test Series 4(a), 4(b)(ii), 6(a) or 6(b) and 6(c) should be obtained. The above information and test data shall be provided to the U.S. Army Tank-automotive and Armaments Command, Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-QAW-S, Picatinny Arsenal, NJ 07806-5000 in accordance with DID-MISC-80508, Technical Report.

c. The contractor may, at his option, utilize the capability of TACOM-ARDEC to obtain Interim Hazard Classification (IHC) for shipment of R&D quantities of energetic materials or energetic item in support of this contract. If the contractor elects to use TACOM-ARDEC for this support, the contractor will need to provide technical data to TACOM-ARDEC 60 days prior to shipment of energetic materials or energetic items. The necessary data is explained in Army Technical Bulletin (TB) 700-2 (DI-SAFT-81299). DOT and UN serial number information and packaging method is available in Title 49, Code of Federal Regulations (CFR). The explosive weight for quantity-distance determination is obtained using the guidance of paragraph 15.4 of AMC-R 395-100.

7. The TDP shall be modified as follows:

DOCUMENT	DELETE	REPLACE WITH
9273748		Revision G
8794342	ANSI Y14.5-1982	ASME Y14.5-1982
9281170	MIL-P-116	ASTM D5118M
9281170	TT-I-1795	A-A-208

Drawing PL-9281170, PL-9281172 and PL-9281173:

Change From:

TT-I-1795-T2-B TT-I-1795 INK, MARKING, STENCIL, OPAQUE, TYPE 2, COLOR BLACK
TT-I-1795-T3-B TT-I-1795 INK, MARKING, STENCIL, OPAQUE, TYPE 3, COLOR BLACK

Change To:

A-A-208-T2-B A-A-208 INK, MARKING, STENCIL, OPAQUE, TYPE 2, COLOR BLACK
A-A-208-T3-B A-A-208 INK, MARKING, STENCIL, OPAQUE, TYPE 3, COLOR BLACK

Add:	HCSDS	Rev	Date	Nomenclature	Ref-Doc
	33	F	8/9/91	Explosive TNT (Trinitrotoluene)	MIL-T-248C
	67	F	1/8/04	Explosive RDX	MIL-R-398C
	150	F	12/22/87	Explosive Composition A3	MIL-C-440C

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8. Add/change missing Distribution Code "A" on the following packaging drawings:

9281170
9281170 PL
9281171
9281172
9281172 PL
9281173
9281173 PL
9281174
9295098
9325874
ACV00561

9. The TDP shall be modified as follows:

Dwg 8858397 and 8861568
a. Change notes:
From: "SOLDER IN ACCORDANCE WITH DOD-STD-1866"
To: "All SOLDERING SHALL BE DONE IN ACCORDANCE WITH BEST COMMERCIAL PRACTICES"

Dwg 8861568
a. Change Note 2:
From: "OR ASTM B284 OR QQ-S-571 OR MIL-F-14256 OR TYPE 1, FORM A OR B OF O-F-506, AND TIN-LEAD SOLDER, ALLOY SN50 OF ASTM B32 OR QQ-S-571."
To: "OR J-STD-006 AND TIN-LEAD SOLDER, ALLOY SN50 OF ASTM B32 OR J-STD-006."

b. Remove entire "ASSOCIATED LISTS" column.

Dwg 12913049
a. Remove suggested sources of supply chart.
b. Replace notes 1, 2, and 3 with the following:
1. REQUIREMENTS:
A. FLEXURAL STRENGTH, ASTM D 790: MINIMUM 24000 PSI
B. TENSILE STRENGTH, ASTM D 638: MINIMUM 12000 PSI
C. IMPACT STRENGTH, NOTCHED IZOD, ASTM D 256: MINIMUM 11.5 FT*LB/IN
D. SHRINKAGE: MINIMUM 0.003 IN/IN
E. COLOR, FED STD 595: OLIVE DRAB NO. 34088
2. ONLY THE ITEM DESCRIBED ON THIS DRAWING WHEN PROCURED FROM A VENDOR LISTED HEREON IS APPROVED BY ARDEC FOR USE IN THIS APPLICATION. A SUBSTITUTE ITEM SHALL NOT BE USED WITHOUT PRIOR APPROVAL BY ARDEC.
3. IDENTIFICATION OF THE APPROVED SOURCE HEREON IS NOT TO BE CONSTRUED AS A GUARANTEE OF PRESENT OR CONTINUED AVAILABILITY AS A SOURCE OF SUPPLY FOR THE ITEM DESCRIBED ON THIS DRAWING.
4. SUGGESTED SOURCE OF SUPPLY:
PREMIX INC.
MOLDING COMPOUND GROUP
PO BOX 281
RT 20 & HARMON ROAD
NORTH KINGSVILLE, OH 44068
PART NO: PREMI-GLAS 1203-30

Dwg 8861578, 8861582 and 8858398
a. Change notes:
From: "MIL-T-10727"
To: "ASTM B 545-97"

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Dwg 9281171
a. Change notes:
From: "PPP-C-1752"
To: "A-A-59136"

Dwg 8861578 and 8861582
a. Change note 2
From: "QQ-T-425"
To: "A 623"

10. Add/change missing Distribution Code "D" on the following product drawings:

12913049
8858391
8858392
8858393
8858395
8858397
8858398
8858399
8858400
8861565
8861568
8861569
8861570
8861572
8861575
8861578
8861579
8861581
8861582
9230162
9230178
9234232
NASM16562

11. Government Furnished Material (GFM): Explosives Composition B (MIL-C-401 Revision E)and Composition A-3 (MIL-C-440 Revision C) will be provided to the contractor by the Government.

(End of statement of work)

(CS6100)

C-2	52.247-4503	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAR/2004
	LOCAL		

Supplies procured under this contract are identified as Sensitive Category II, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3	52.246-4535	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR	AUG/2004
	LOCAL	BALLISTIC TESTING	

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide

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web application identified as WARP or Worldwide Ammunition-data Repository Program. The Report of Contractor Ballistic Testing is prepared IAW DI-MISC-80246. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

AEPS Access Procedures

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

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"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

Report of Contractor Ballistic Testing Module

In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

The LATR tab on the WARP opening page provides access to the upload process.

An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

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LOCAL

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9281170 revision C, dated 27 JUN 2000.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9281170, REV C, DATED 27 JUN 2000.

EXCEPTION:

The following shall apply to drawing 9281170, REV C
dated 27 JUN 2000:

NOTE M7: The NSN and DODIC shall be 1375-01-023-7994-M420

NOTE M1: In addition 2-D Bar code marking is required in accordance
with 8796522, Rev BL, dated 1 May 2003.

Engineering Exceptions found on Section C apply.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING, MARKING
AND REPORTING: Shall be in accordance with Engineering Exceptions
found on Section C. DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall
a container be shipped if the gross weight marked on the package is
greater than the POP certified weight. If the average gross weight
of the packed containers (determined by weighing two representative
samples and averaging the weight) is greater than the certified
weight, container marking operations shall cease and the procuring
activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If
manufactured outside the USA, contractor shall not apply the UN POP
certification marking provided on 9281170. Contractors (outside
the USA) are responsible to perform UN POP tests on packaging
requirements provided in this contract and apply UN POP certification
marking authorized by the Competent Authority of the state (country)
of manufacture.

Heat treat requirements for all non-manufactured wood used in packaging applies
to this contract. R3K3015 applies to MIL-B-2427. In addition, foreign manufacturers
shall have the heat treatment of non-manufactured wood products verified in
accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/120H, revision 2, dated SEP 1986 and 19-48-4116, Rev 8, dated June 2003. Marking shall be in accordance with ACV00561, Rev B, dated 1 Apr 2002. ECP R3K3017 and R3K3024 apply to ACV00561.

2-D bar code marking is required.

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Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

SEE TABLE I OF MIL-C-2156

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SFSMJ-CDB.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

- (b) The Contractor shall comply with:
- () ISO 9002
 - (X) ISO 9001-2000; only design/development exclusions permitted
 - () ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	LOCAL		

a. The contractor shall have a documented quality management system that prevents the manufacture of nonconforming material as well as ensures continuous process improvement. All functions/operations affecting product quality shall be considered when designing the QMS. The design of the QMS will consistently assure robust product quality and assure technical

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product/service requirements are met through the implementation of, but not limited to, the following elements:

- (1) initial quality, process, product and failure mode and effects analysis planning
- (2) process controls; statistical techniques and other preventive measures
- (3) configuration management of documents and data
- (4) internal quality audit
- (5) root cause corrective action
- (6) calibration system assuring the accuracy, effectiveness, and repeatability of all inspection, measuring and test equipment

b. If requested, the contractor shall make available to the government the name of a recognized quality management system or provide a written description of the QMS to be employed during the performance of this contract. A QMS that focuses on continuous improvement and total quality commitment is desired and can be demonstrated by attaining certification through the AMC Contractor Performance Certification Program (CP2).

c. Quality records shall be maintained and serve as objective evidence relative to the effectiveness of the contractor's QMS.

(End of clause)

(ES7645)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-8	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

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- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

- | | | | |
|-----|-------------|---------------------|----------|
| E-9 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
| | LOCAL | | |
- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

- | | | | |
|------|-------------|--------------------------|----------|
| E-10 | 52.246-4550 | CRITICAL CHARACTERISTICS | FEB/2004 |
| | LOCAL | | |
- a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all

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requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards. Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-10	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-11	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

zero (0) percent increase

zero (0) percent decrease

This increase or decrease shall apply to all CLINS under this RFP.

(End of clause)

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(End of clause)

(FF7021)

F-12 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAR/2004
LOCAL SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-13 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-14 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC)

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approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	223.370- 4(A)(3) LOCAL	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-4	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of Clause)

(HA8704)

H-5	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(if none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the

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Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-6 252.211-7003 ITEM IDENTIFICATION AND VALUATION
DFARS

APR/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

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Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Name of Offeror or Contractor:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description	Quantity	Unit Price	Total Price
1. Laborer	1	100	100
2. Carpenter	1	150	150
3. Painter	1	120	120
4. Electrician	1	180	180
5. Plumber	1	140	140
6. Material	1	200	200
7. Transport	1	110	110
8. Fuel	1	90	90
9. Tools	1	130	130
10. Safety	1	100	100
11. Insurance	1	160	160
12. Maintenance	1	170	170
13. Cleaning	1	110	110
14. Security	1	140	140
15. Training	1	120	120
16. Food	1	100	100
17. Accommodation	1	180	180
18. Medical	1	150	150
19. Legal	1	130	130
20. Insurance	1	110	110
21. Maintenance	1	140	140
22. Cleaning	1	120	120
23. Security	1	100	100
24. Training	1	180	180
25. Food	1	160	160
26. Accommodation	1	140	140
27. Medical	1	120	120
28. Legal	1	100	100
29. Insurance	1	180	180
30. Maintenance	1	160	160
31. Cleaning	1	140	140
32. Security	1	120	120
33. Training	1	100	100
34. Food	1	180	180
35. Accommodation	1	160	160
36. Medical	1	140	140
37. Legal	1	120	120
38. Insurance	1	100	100
39. Maintenance	1	180	180
40. Cleaning	1	160	160
41. Security	1	140	140
42. Training	1	120	120
43. Food	1	100	100
44. Accommodation	1	180	180
45. Medical	1	160	160
46. Legal	1	140	140
47. Insurance	1	120	120
48. Maintenance	1	100	100
49. Cleaning	1	180	180
50. Security	1	160	160
51. Training	1	140	140
52. Food	1	120	120
53. Accommodation	1	100	100
54. Medical	1	180	180
55. Legal	1	160	160
56. Insurance	1	140	140
57. Maintenance	1	120	120
58. Cleaning	1	100	100
59. Security	1	180	180
60. Training	1	160	160
61. Food	1	140	140
62. Accommodation	1	120	120
63. Medical	1	100	100
64. Legal	1	180	180
65. Insurance	1	160	160
66. Maintenance	1	140	140
67. Cleaning	1	120	120
68. Security	1	100	100
69. Training	1	180	180
70. Food	1	160	160
71. Accommodation	1	140	140
72. Medical	1	120	120
73. Legal	1	100	100
74. Insurance	1	180	180
75. Maintenance	1	160	160
76. Cleaning	1	140	140
77. Security	1	120	120
78. Training	1	100	100
79. Food	1	180	180
80. Accommodation	1	160	160
81. Medical	1	140	140
82. Legal	1	120	120
83. Insurance	1	100	100
84. Maintenance	1	180	180
85. Cleaning	1	160	160
86. Security	1	140	140
87. Training	1	120	120
88. Food	1	100	100
89. Accommodation	1	180	180
90. Medical	1	160	160
91. Legal	1	140	140
92. Insurance	1	120	120
93. Maintenance	1	100	100
94. Cleaning	1	180	180
95. Security	1	160	160
96. Training	1	140	140
97. Food</			

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

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- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) Embedded DoD serially managed subassemblies, components, and parts. The Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 003 of this document for use in

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the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-8	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

See Award Document

2. Production Management

HQ, U.S. Joint Munitions Command (JMC)
 Attn: SFSJM-CDC (Darvi Brown)
 1 Rock Island Arsenal
 Rock Island, IL 61299-6500

 darvi.brown@us.army.mil

(End of clause)

(HS6025)

H-9	242-1107(B)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS	

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award Document	1
Administration Office (ACO)	See Award Document	3
Production Manager	Commander U.S. Army Joint Munitions Command Attn: SFSJM-CDC (Darvi Brown) 1 Rock Island Arsenal Rock Island, IL 31299-9500	1

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(End of clause)

(HS6026)

H-10 252.211-7003 ITEM IDENTIFICATION AND VALUATION (APR 2005) - ALTERNATE I APR/2005
DFARS

As prescribed in 211.274-4(c), delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(HA7002)

H-11 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

H-10 RESTRICTION OF CRITICAL ITEMS

It is necessary to create and/or maintain a domestic capability for the production of the items being procured under this solicitation and resulting contract. Therefore, the items or processes listed below are limited to the United States/Canadian industrial base.

In all cases, the final Load, Assemble, Pack (LAP) and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada. The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

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*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-32	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-36	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	MAR/2005
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-40	52.229-1	STATE AND LOCAL TAXES	APR/1984
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-16	PROGRESS PAYMENTS	APR/2003
I-48	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE III	APR/2003
I-49	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-50	52.232-17	INTEREST	JUN/1996
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	OCT/2003
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	OCT/2003

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		REGISTRATION	
I-54	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-58	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-61	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-62	52.245-1	PROPERTY RECORDS	APR/1984
I-63	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-64	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-65	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-66	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-67	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-68	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR/2003
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-72	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
	DFARS		
I-74	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-76	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-77	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
I-78	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
	DFARS		
I-79	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-80	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
	DFARS		
I-81	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-82	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-83	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
	DFARS		
I-84	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-85	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-86	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
	DFARS		
I-87	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
I-88	252.225-7013	DUTY-FREE ENTRY	JAN/2005
	DFARS		
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
	DFARS		
I-90	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-91	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
	DFARS		
I-92	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
	DFARS		
I-93	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-94	252.242-7000	POSTAWARD CONFERENCE	DEC/1991

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I-95	DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-96	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-97	DFARS 252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-98	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-99	DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-100	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract (insert contract number), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-101	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued any time, up to, five years from date of award.

(End of Clause)

(IF6088)

I-102	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 14,000 units;

(2) Any order for a combination of items in excess of 14,000 units; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph

(1) or (2) above.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-103 52.216-22 INDEFINITE QUANTITY OCT/1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 12 months from issuance of last order.

(End of clause)

(IF6097)

I-104 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
(If none, insert "None") IDENTIFICATION NO.

(End of Clause)

(IF6350)

I-105 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance.

(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 90 days after discovery of the defect.

Name of Offeror or Contractor:

(End of clause)

(IF6070)

I-106	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NATIONAL STOCK NUMBER	NOMENCLATURE	SENSITIVITY/CATEGORY
1375-01-023-7994	Charge, Demolition	II
1376-00-628-3300	High Explosive Material	III
1376-00-628-3333	Trinitrotoluene	III
1376-00-628-3306	High Explosive Material	III

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-107	28.308(B)-4551	REQUIRED INSURANCE	MAY/2005
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Pursuant to paragraph (a) of FAR Clause 52.228-5 or FAR Clause 52.228-7, the contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

TYPE	AMOUNT
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

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Aircraft Public and Passenger Liability
aircraft:

Coverage required when contract performance involves use of

Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.

Vessel Collision Liability

Coverage required when contract performance involves use of vessels:
Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-108 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF7018)

I-109 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I JAN/1997

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

(IF7019)

I-110 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

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(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

(IF7338)

I-111 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-112 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)

(IF7002)

I-113 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.com/onebook/7.0/7.2.7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

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Name of Offeror or Contractor:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-114	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-115	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	MAR/2000
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

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(IA7745)

I-116	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	LOCAL		
AUTHORITY OF GOVERNMENT REPRESENTATIVE			
52.201-4500	OSC		(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	PRICING TEMPLATE 15LB SHAPED CHARGE			
Exhibit B	CONTRACT DATA REQUIREMENTS LIST (CDRL)		005	
Attachment 001	INSTRUCTIONS FOR EXHIBIT A - PRICING SHEET		003	
Attachment 002	PRODUCIBILITY STUDY		002	
Attachment 003	GOVERNMENT FURNISHED MATERIAL		001	
Attachment 004	ADDRESSES		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 007	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 008	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 009	DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 010	DOCUMENT SUMMARY LIST		002	
Attachment 011	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		002	
Attachment 012	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 013	LISTING OF GOVERNMENT PROPERTY		002	
Attachment 014	MANDATORY USE OF ELECTRONIC MAIL		001	
Attachment 015	SECURITY STATEMENT OF WORK I-IV AE		004	
Attachment 016	ECP R04Q2053		024	
Attachment 017	ECP R05Q2003		029	
Attachment 018	HAZARDOUS MATERIAL LABEL		001	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/2004
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	MAY/2004

- (a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 325920.
- (2) The small business size standard is 750 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.

- (1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern

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participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- _____ Black American
- _____ Hispanic American

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Name of Offeror or Contractor:

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

_____ individual/concern, other than one of the preceding.

(KF6004)

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF7005)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it o is a women-owned business concern.

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(End of provision)

(KF7022)

K-8 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

(KF7006)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-10	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-11	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-12	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-13	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-14	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
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(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form

Name of Offeror or Contractor:

(Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

(KF7058)

K-15

52.225-2

BUY AMERICAN ACT CERTIFICATE

JUN/2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF7031)

K-16

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

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Name of Offeror or Contractor:

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.
 Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:
☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 (ii) One copy to the cognizant Federal auditor.
 (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:
 Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.
 Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer

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Name of Offeror or Contractor:

immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. o yes o no

(End of provision)

(KF7190)

K-17252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-8	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-9	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-10	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-11	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-12	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a firm fixed price (FFP) contract resulting from this solicitation.			

(End of provision)

(LF6008)

L-13	52.233-2	SERVICE OF PROTEST	AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mark Haldeman:			

HQ, AFSC
Attn: AMSFS-CCA-M, Mark Haldeman
1 Rock Island Arsenal
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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(End of provision)

(LF6021)

L-14 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
 DFARS

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.
- (c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- (d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-15 52.211-4510 PARTNERING AUG/2001
 AMC

***The principal government representatives for this effort will be determined upon award of a contract to include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-16 30.202-1(A) DISCLOSURE STATEMENT FORM SEP/1995

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Name of Offeror or Contractor:

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of Provision)

(LF7011)

L-17	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
(a) Exceptions from cost or pricing data.			

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-18	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.			

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Name of Offeror or Contractor:

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-19 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-20 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-21 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-22 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

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(LM7010)

L-23 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
LOCAL

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to Industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil/> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

L-24 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS AUG/2004

Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309)782-7245/5053. If there is no answer on either of these extensions, the attendant should call (309)782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

Delivery is to be made to Building 350, 5th Floor, North Bay between Poles E3 and E4, "Bid, Quote, and Proposal Receiving Area", (309)782-7245/5053.

Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

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Name of Offeror or Contractor:

(LS7003)

L-25 52.215-4501 ARSENALS AS SUBCONTRACTORS JUN/2000
LOCAL

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-26 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-27 15.503 LOCAL DISCLOSURE OF UNIT PRICES FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

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Name of Offeror or Contractor:

(LS7001)

L-16 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS:

A. Instructions and Conditions, for Submission of Proposals:

1. The proposal shall consist of the following:
 - (a) One executed signed copy of the solicitation and all amendments, which shall include offerors' proposed prices utilizing the pricing template under Exhibit A of this RFP.
 - (b) Separate Volumes, as follows:
 - (i) Volume I Technical Approach (5 copies)
 - (ii) Volume II Past Performance (4 copies)
 - (iii) Volume III Small Business Utilization (2 copies).

2. All copies of the executed signed copy of the Solicitation and all amendments, the Manufacturing Plan, Past Performance and Small Business Utilization Volumes, will be forwarded to the following address:

U.S. Army Field Support Command
 Ammunition Contracting Team
 ATTN: AMSFS-CCA-M / Stephanie Migawa
 BLDG 350 6TH FLOOR
 Rock Island, IL 61299-6500

B. Preparation for the Technical Approach, Past Performance and Small Business Utilization:

1. The offeror's Technical Approach Volume, Past Performance Volume, and Small Business Utilization Volume will be submitted as completely separate volumes and separate from the executed solicitation. Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the applicable volume could result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.
2. The maximum total pages for all Best Value information are 75 pages as defined below. A page is defined as a single sided, 8 x 11 inch sheet, single line spacing with no less than 10 point font. Foldout pages may be used and shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, not for pages of text. Any pages over the maximum total 75-page limit will not be considered in the evaluation. The cover, title page, tables of contents, index, divider pages, and mandatory forms will not be counted against the maximum page limit. Any exception to this page and size limit is set forth as follows:
 - (a) For Technical Approach, the offeror's proposal shall be limited to no more than 50 pages. The offeror may divide the page count between the Technical Approach Subfactors as deemed appropriate, without exceeding the total page limit of 50 pages.
 - (b) For Past Performance, the offeror's proposal shall be limited to no more than 15 pages. The offeror may divide the page count between the Past Performance Subfactors as deemed appropriate, without exceeding the total page limit of 15 pages.
 - (c) For Small Business Utilization, the offeror's proposal shall be limited to no more than 10 pages.
 - (d) Each offeror shall prepare its proposal following the format specified in this section.

C. Specific Instruction by Volume/Items to be submitted:

The offeror must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's Technical Approach, Past Performance, Price, and Small Business Utilization Volumes. In order for the offeror's proposal to be acceptable, it must reflect a complete understanding of the Request for Proposal (RFP) and demonstrate the technical capability to perform the overall effort in accordance with the critical quality requirements. An index shall be included in each volume with narrative title cross-referenced to the applicable paragraphs of each section. Discussion text shall be identified by the same title used in the index.

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The offeror shall submit the Technical Approach, Past Performance, Price and Small Business Utilization Volumes addressing the factors listed below:

1. Technical Approach (factor) is comprised of three subfactors: Manufacturing Plan, Quality Plan, and Management. Within the Technical Plan, each factor is of equal importance.

(a) Manufacturing Plan (subfactor):

The offeror shall provide a description of manufacturing plan proposed for production of the 15 lb, Shaped Demolition Charge to meet the requirements of the RFP. This description will demonstrate the offeror's level of understanding of and compliance with the technical data package (drawings and specifications). The plan must be realistic, achievable, and supportable. The burden of proving complete and thorough information to address the elements below remains with the offeror. Proposals that do not contain the information requested in this paragraph risk being determined unacceptable by the Government. Proposals will address, as a minimum, the following:

- Provide information as to whether the process/part is manufactured in-house or procured from a sub-contractor/vendor. For each part: define all work to be accomplished by a sub-contractor and provide the name of the proposed sub-contractor.
- Describe the proposed manufacturing process/plan that would be able to handle quantities up to the yearly maximum range.
- Describe how the proposed manufacturing process/plan will meet the delivery schedule.
- Describe the method of producing the shaped charge body (container, cone) and Sleeve Stand-off. Describe the types and quantities of molds to be employed.
- Describe the method of manufacturing the Closing Cap Assembly. Describe type and quantities of molds to be employed. Describe the protective finish application process.
- Describe the method loading the composition B charge. Describe types and quantities of machines to be employed in loading the charge. Describe how the loading operations are controlled.
- Describe the method of assembling the 15 lb, Shaped Demolition Charge. Describe types and quantities of machines to be used.

(b) Quality Plan (subfactor):

The offeror shall provide a detailed discussion of the proposed approach for the performance of Quality Assurance that meets the requirements defined in Section E (Inspection and Acceptance) of the solicitation and the requirements of the specifications. The offeror shall provide a detailed discussion of the offeror's proposed Quality System through the submission of the offeror's Quality System plan.

The Offeror's Quality System plan shall include, at a minimum:

- A copy of the current Quality Manual. (The Quality Manual will NOT count towards the page total limit for the Quality Plan Factor)
- If certified, provide a copy of your national standard certification (i.e. ISO).
- A description of the inspection points on the proposed production line.
- A description of the management principles and policies which describe the approach to be followed in performance of the quality program and which demonstrates corporate commitment throughout the life of this contract;
- Procedures for identification, correction, and resolution of deficiencies found in components, subassemblies, and assemblies of parts to be made into the end items;
- A description of the interrelations of the offeror's quality program throughout the organization and its relationship with the subcontractors and suppliers;
- A description of the calibration system covering measuring and test equipment and measurement standards in accordance with ANSI/ASQC Q92 (ISO 9002) or equivalent;
- A description of the proposed program rework, and repair.
- A description of any plans for continuous improvement.
- A description of the in-process and final acceptance criteria for the 15 lb, Shaped Demolition Charge.
- Discussion and sketch of test equipment required to conduct the final acceptance functioning testing of the 15 lb, Shaped Demolition Charge.

(c) Management (subfactor):

This section will describe the offerors Integrated Master Plan (IMP). Provide details for planning, establishing and implementing all processes the offeror intends to use to execute the program and control technical, cost and schedule risk. Define and describe the integration of all the diverse tasks and milestones that must be successfully completed along with the requisite resources.

Present a description of the process for development, qualification and insertion of new technology, product, or process improvement.

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Identify resources required to successfully support this process.

2. Past Performance (Factor) consists of two subfactors: On-Time Delivery and Quality.

For the purpose of submitting proposals, "recent" is defined as occurring within the past three years before the solicitation's initial closing date. "Relevant" is defined as having previously produced same or similar items. Offerors shall provide a brief narrative explanation of how/why they believe their past performance is relevant; however, the Government reserves the right to determine whether an item is the same or similar. A description of Government and private contracts received or performed during the past three (3) years (including performance that occurs within the 3 year period regardless of when the initial delivery was scheduled) prior to the initial closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local Governments. Other sources, available to the Government other than those listed in the offerors proposal may be used to gather and evaluate sub-factors. Sources, such as, but not limited to, data gathered via the PPIMs or CPARs systems, contracting and pre-award offices at other supporting commands, past customers and previous/contracting officials will be used to gather information. For purposes of past performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant past performance, or subcontractors that will perform major or critical aspects of the requirement. In addition, the Government has the right to consider information regarding contractor performance up to the date of award. The offeror must provide the following information regarding Past Performance:

- (1) Name of contracting activity/commercial firm
- (2) Contract Number
- (3) Contract type (Fixed Price or Cost Reimbursable)
- (4) Total Contract Value
- (5) Description of Work/NSN, part number, Nomenclature
- (6) Contracting Officer/Contract Manager and Telephone Number
- (7) Administrative contracting officer
- (8) The offeror shall provide information on problems encountered on contracts requested in subparagraphs (a) and (b) below.

(a) On-Time Delivery (Sub-Factor):

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offerors must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be-made during the period of recent past performance. Include all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, the offeror shall provide a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The actual delivery schedule will be compared to actual deliveries to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, whether a revised delivery was incorporated and offerors corrections. If there was an early delivery, the offeror shall state whether the purchasing officer or Contracting Officer requested it or not.

(b) Quality (Sub-Factor):

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offeror must provide information as follows:

- (i) Data explaining corrective actions it has taken to improve its process and/or to solve quality problems.
- (ii) Information (the number and severity) about Requests for Waivers (RFWs).
- (iii) Information about Quality Deficiency reports (QDRs).
- (iv) Records of First Article Test submissions on this or similar items.
- (v) Historical percentage of production lots accepted at initial submission to the customer.
- (vi) Record of quality related issues and/or other product quality or quality programs related problems.
- (vii) Number of government or contractor issued Corrective Actions Requests (CARs) and adequacy of corrective and preventative actions taken in response to CARs.
- (viii) Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives.
- (ix) Summary of customer satisfaction data to include number and severity of related

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complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

3. Price (Factor): The offeror will submit prices in accordance with Section B and Exhibit B of the executed solicitation. Offerors shall also provide information in Section M for Government Owned Production and Research Property (if applicable). Offerors are not required to submit Cost and Pricing Data information unless required by the Contracting Officer.

4. Small Business Utilization (Factor):

(a) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(i) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(ii) Historically Black Colleges, Universities and Minority Institutions (HBCU/MI's).

(b) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(c) Small Business Utilization

(i) The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MI's, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
TOTAL SB \$			
LARGE BUSINESS	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
EST. TOTAL CONTRACT	\$		
EST. TOTAL SUBCONTRACTING	\$		

(ii) Realism - All offerors are to provide a detailed description of their methods used to promote, monitor and small business utilization, as prescribed by FAR 52.219-8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items.

(1) Large business offerors shall document their performance using information prescribed by FAR 52.219-9 "Small Business Subcontracting Plan", in contracts within three years prior to the initial closing date, for the same or similar items.

(2) The documentation shall include their actual performance in utilizing SB and HBCU/MI contractors, such as the most recent SF 294 for each relevant contract.

(3) If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level.

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(4) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award: Technical Approach, Past Performance, Price, and Small Business Utilization.

(End of Provision)

(MP6012)

M-3	52.245-4519 LOCAL	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.

☐ Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

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(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)

M-4 Basis for Award:

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A. A Best Value, Competitive, Firm Fixed Price, five year Indefinite-Delivery/Indefinite Quantity (IDIQ) contract with range pricing is contemplated for a single award. The Technical Approach is significantly more important than either Past Performance or Price. Past Performance is slightly more important than Price. Small Business Utilization is the least important factor and is significantly less important than either Past Performance or Price individually. The Technical Approach, Past Performance and Small Business Utilization, are together significantly more important than Price. The Sub-factors under each factor are of equal importance.

B. Evaluation Factors and Sub-factors:

- (1) Technical Approach (Factor)
 - a. Manufacturing Plan (Sub-factor)
 - b. Quality Plan (Sub-factor)
 - c. Management (Sub-factor)
- (2) Past Performance (Factor)
 - a. On-Time Delivery (Sub-factor)
 - b. Quality (Sub-factor)
- (3) Price (Factor)
- (4) Small Business Utilization (Factor)

C. Award will be made to the offeror whose Technical, Past Performance, Price and Small Business Utilization provides the best value to the Government. Therefore, the Government reserves the right to not award to the highest technically rated, or the lowest cost offerors, but will conduct a trade-off and award to the offeror whose proposal represents the best value to the Government.

D. For purposes of this solicitation, offeror is defined as the prime contractor.

E. An offeror must quote on all items in this solicitation to be eligible for award.

F. The evaluators will make qualitative assessment by assigning an adjectival rating for each non-price factor as follows:

- (1) Technical Approach: Poor, Good, or Excellent
- (2) Past Performance: Poor, Good, Excellent, or Neutral
- (3) Small Business Utilization: Marginal, Adequate, Good, or Excellent

G. Any areas of the proposal requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions.

H. Evaluators have been selected based on their experience with and/or the nature of their job responsibilities relative to the 15 LB Shaped Demolition Charges. Each evaluator has been contacted and tentatively agreed to participate in the process.

I. Upon receipt of the offers, pertinent sections of each proposal shall be distributed. Each evaluator will assign a qualitative assessment to each factor that is his/her responsibility and prepare a detailed narrative with supporting rationale to support each rating assigned. The details will comparatively assess each offeror's strengths in comparison to the solicitation, and list any areas where clarification or discussion is needed. Evaluators will also identify any deficiency, weaknesses and significant weaknesses.

J. Proposals will be rated solely on their content, except for the Past Performance factor. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal will not be considered or used as a basis for scoring. The past performance evaluator may use data other than that provided with the offeror's proposal (e.g. PPIMS, CPARS, other supporting Commands, past customers and previous Contracting Officials or any other source).

K. Only factors identified in Section M of the RFP will be evaluated.

L. Price: The price will not receive an adjectival rating but will be evaluated for reasonableness based on prices for each total CLIN, quantity, prices with and without First Article, and transportation (if applicable). There may be Government Furnished Property or Equipment evaluated (see section M).

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